

MEMORANDUM OF UNDERSTANDING

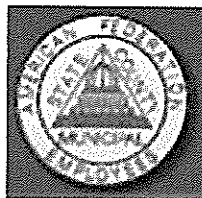
between the

CITY OF BALTIMORE



and the

***AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES***



AFL-CIO, COUNCIL 67 & LOCAL 558

***COMMUNITY HEALTH NURSES
and
NURSE PRACTITIONERS***

Fiscal Years 2009-2010

TABLE OF CONTENTS
COMMUNITY HEALTH NURSES
AND NURSE PRACTITIONERS

Fiscal Years 2009-2010

ARTICLE 1.....	2
DECLARATION OF PRINCIPLE, POLICIES, AND PURPOSE	
ARTICLE 2.....	2
RECOGNITION	
ARTICLE 3.....	2
CHECK OFF	
ARTICLE 4.....	4
DISCRIMINATION	
ARTICLE 5.....	4
MANAGEMENT RIGHTS	
ARTICLE 6.....	5
GRIEVANCE AND ARBITRATION PROCEDURE	
ARTICLE 7.....	7
HOLIDAYS	
ARTICLE 8.....	8
LEAVES	
ARTICLE 9.....	16
HEALTH AND WELFARE	
ARTICLE 10	18
DISCIPLINE AND DISCHARGE	
ARTICLE 11	19
NO STRIKE OR LOCKOUT	
ARTICLE 12	20
HOURS OF WORK	
ARTICLE 13	21
ASSIGNMENT	
ARTICLE 14	21
EDUCATION	

ARTICLE 15	23
LONGEVITY	
ARTICLE 16	24
PROMOTION	
ARTICLE 17	25
SALARY	
ARTICLE 18	25
SEMINARS AND WORKSHOPS	
ARTICLE 19	26
DISTRIBUTION OF MEMORANDUM	
ARTICLE 20	26
BULLETIN BOARDS	
ARTICLE 21	26
VISITATION	
ARTICLE 22	26
MILEAGE ALLOWANCE	
ARTICLE 23	27
NO LOSS OF BENEFITS	
ARTICLE 24	27
DEATH AND ACCIDENTAL DEATH & DISMEMBERMENT AND CATASTROPHIC ILLNESS BENEFITS	
ARTICLE 25	29
OUT-OF-TITLE-WORK	
ARTICLE 26	30
EXAMINATION OF EMPLOYEE'S PERSONNEL FILE	
ARTICLE 27	31
LIABILITY INSURANCE	
ARTICLE 28	31
PROFESSIONAL CONCERNS	
ARTICLE 29	33
SAFETY	
ARTICLE 30	33
SENIORITY	

ARTICLE 31	34
BARGAINING UNIT INTEGRITY	
ARTICLE 32	34
TERMINATION, CHANGE OR AMENDMENT	
ADDENDUM A.....	36
HEALTH AND WELFARE BENEFITS	
ADDENDUM B	39
SALARY SCHEDULES	
ADDENDUM C	41
ADULT EVALUATION AND REVIEW SERVICES (AERS)	
ADDENDUM D	43
SCHOOL BASED HEALTH CENTERS (SBHC)	
ADDENDUM E	45
BONUS PROGRAM	
ADDENDUM E	47
INCLEMENT WEATHER – LEAVE POLICY	
ADDENDUM G.....	48
HEALTH INSURANCE WAIVER	
ADDENDUM H.....	49
CITY’S LIABILITY INSURANCE	
ADDENDUM I.....	50
DESK AUDITS	
ADDENDUM J.....	51
ADDITIONAL WAGE INCREASES	

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**AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES**

AFL-CIO, COUNCIL NO. 67 & LOCAL NO. 558

**COMMUNITY HEALTH NURSES
AND NURSE PRACTITIONERS**

Fiscal Years 2009-2010

This Memorandum of Understanding entered into this 1st day of July, 2008, between the Mayor and City Council of Baltimore ("Employer" or "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67, Local 558 ("Union"). To the extent that implementation of these points requires action by the City Council and/or the Board of Estimates, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

ARTICLE 1
Declaration of Principle, Policies, and Purpose

Sec. 1.1 - Intent

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operation of the City of Baltimore. In order to render the most efficient public service to its citizens, the Union and Employer agree that those goals can best be achieved through an orderly, constructive, and harmonious relationship between them. The parties hereto are in further accord that effective employee/management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following Memorandum of Understanding.

Sec. 1.2 - Usage of Feminine Pronoun

The Employer and the Union agree that in all instances in this Memorandum (except as noted) in which the feminine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

ARTICLE 2
Recognition

Sec. 2.1 - Recognition

The Employer recognizes the Union as the exclusive negotiating representative of all Registered Nurses employed by the City of Baltimore for whom the Union has been certified pursuant to the provisions of the Municipal Employee Relations Ordinance Baltimore City Code, 2000, Article 12, Section 1-9.

Sec. 2.2 - Unit List

The Employer agrees to furnish the Union on a monthly basis a complete list of titles, work location and rates of pay for all classes within the Union's jurisdiction.

Sec. 2.3 - The Employer shall notify the Union of all changes in job classification or class specification thirty (30) days prior to the change. The Union, if it requests, shall have the opportunity to discuss such changes with the Employer.

ARTICLE 3
Check Off

Sec. 3.1 - Dues and Service Fee Check Off

- A. The Employer agrees to deduct Union dues from the pay of any employee whom the Union is certified to represent, and who authorizes such deduction in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The

Employer shall transmit all such monies withheld to the Union on a monthly basis. Such authorization shall be continued from year to year unless revoked in writing prior to the employee's anniversary date.

- B. The Employer agrees to deduct Union service fees from the pay of any employee who is certified to be represented, is not a member of the Local Union and not excused from the payment of service fees pursuant to the pertinent provisions of the Municipal Employees Relations Ordinance.

Any procedures used by the Union to charge fees to any employee for these purposes shall be in compliance with the rules set forth in the Supreme Court's decision in Chicago Teachers Union, Local No. 1 v. Hudson, 475 U.S. 292 (1986), and other relevant federal and state court decisions.

Sec 3.2 Service Fees

All employees covered by this Memorandum of Understanding (a) who are employed after July 1, 1976 and elect not to join or remain members of the Union, or (b) who were employed prior to July 1, 1976, and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an Impasse Panel or arbitrators, in the processing of grievances, in the conduct of disciplinary proceedings and in the appeal thereof, in the protection and improvement of Civil Service rights, in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

Sec. 3.3 - P.E.O.P.L.E. Deduction

The City agrees to deduct from the pay of each employee, from whom it receives an authorization to do so, the monthly amount authorized by the employee for the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). This voluntary authorization may be revoked at any time by notifying the Bureau of Central Payroll in writing of the desire to do so. A list of the employees from whom the deductions shall have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

Sec. 3.4 - Hold Harmless

The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the Union.

Sec. 3.5 - New Hires

The Health Department shall notify the local Union president of all new employees hired in bargaining unit positions within ten (10) working days following their commencement of

employment with the City. The City shall provide a Union representative up to one (1) hour to meet with the new employee during working hours. Such time shall not unduly interfere with City business. The Union shall provide the Health Department's Human Resources office a Union package of information which the Human Resources office shall give to each new employee at the same time as the hire package is given to each employee.

ARTICLE 4

Discrimination

Sec. 4.1 - Discrimination Prohibited

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or sexual orientation.

Sec. 4.2 - Rights Guaranteed

The Employer and the Union agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Employee Relations Ordinance.

Sec. 4.3 - Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment and employment practices against a qualified individual with a disability. In accordance with this provision of ADA, the parties acknowledge the Employer's duty to provide reasonable accommodations to a disabled individual and the Employer shall take all actions necessary to comply with the Act.

ARTICLE 5

Management Rights

It is the exclusive right of the Employer to determine the mission of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and direction over its organization and operations. It is also the right of the Employer to direct its employees, to hire, promote, transfer, assign or retain employees in positions within an agency, and in that regard to establish reasonable work rules. It also retains the right to suspend, demote, discharge or take any other appropriate disciplinary action against its employees for just cause, and in accordance with the provisions of the City Charter relating to Civil Service, and other applicable laws, or to relieve its employees from duty in the event of lack of work, funds or for other legitimate reasons.

ARTICLE 6

Grievance and Arbitration Procedure

Sec. 6.1 - Grievance Defined

Subject to any limitations of existing law, any grievance defined in the Municipal Employee Relations Ordinance Section 1-1(g) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation of misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner:

Step 1: Immediate Supervisor

The aggrieved employee shall discuss the grievance with the employee's immediate supervisor within ten (10) calendar days of the date of the grievance or her knowledge of its occurrence, but in no event more than thirty (30) days from the date of the grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days thereafter.

Step 2: Written Appeal

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within five (5) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the aggrieved employee within five (5) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and the Union representative(s) present at the hearing in writing on the said form within five (5) calendar days thereafter.

Step 3: Written Appeal to Department Head

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head or her designee within five (5) calendar days following the completion of Step 2. Within five (5) calendar days of such an appeal, the Department Head or Management representative designated by her and the Labor Commissioner shall respond in writing on the said form within ten (10) calendar days thereafter.

Sec. 6.2 - Final & Binding Arbitration

If the grievance had not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested with seven (7) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner.

(a) The parties shall select an arbitrator. If they are unable to make a selection then they shall select a name from a panel obtained from the Federal Mediation and Conciliation Service.

(b) The arbitrator's decision shall be final and binding. The Employer shall introduce and support the legislation necessary to effectuate this provision.

Sec. 6.3 - Time Limits

(a) Time limits under this Article may be changed by mutual agreement.

(b) If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.

(c) In computing the time limits under this Article, the date the answer is received at the preceding step shall be counted.

Sec. 6.4 - Cost of Arbitration

The fee charged by any arbitrator for proceedings under this Agreement shall be equally divided between the Employer and the Union. The cost of expert witnesses or materials in preparation for, or used during, the arbitration proceeding shall be borne by the party presenting said witness or material.

Sec. 6.5 - Suspension and Discharge Grievances

The procedures for processing any grievance arising out of any discharge, reduction in pay or position or suspension for more than thirty (30) days shall be as prescribed in Article 10 hereof.

Sec. 6.6 - Representation

(a) Representative of Choice: At any step of this procedure, the aggrieved shall be entitled to the representative of choice.

(b) Union Representation: In the presentation of grievances, representation of aggrieved employees by Union representatives shall be permitted at each step.

(c) Grievance Processing - Time Off With Pay: A recognized and accredited representative of the Union shall be granted reasonable time off without loss of pay during working hours, where practical, where the representative is engaged in processing a grievance under Article 6 of the Memorandum of Understanding. The aggrieved shall be granted reasonable time off during work hours without loss of pay while she is engaged in processing the grievance.

ARTICLE 7

Holidays

Sec. 7.1 - Holidays and Holiday Pay

(a) Leave with pay shall be granted for the following days referred to herein as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day (May 30)*
Independence Day
Labor Day
Columbus Day (Second Monday in October)*
Veteran's Day
Thanksgiving Day
Christmas Day
Presidential and Congressional General Election Days

(b) Holidays Falling on Weekends: If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

(c) Holiday Pay Eligibility: To be eligible for holiday pay an employee must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

(d) Holiday Work - Premium Pay: In extenuating circumstances employees required to work on a holiday shall be paid at the rate of one and one-half times their regular pay in addition to their holiday pay.

(e) Holidays - 10-Month School Nurses: Holidays for ten month school nurses are those observed by the school system.

Sec. 7.2 - Holiday Exchange Provision

Ten-month employees may exchange two (2) days of sick leave per school year for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the employee's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry-on their regular professional or business activities. The employee must request for usage of sick leave at least five (5)

* Unless the State of Maryland designates another day for the observance of that legal holiday, in which case, the date designated by the State of Maryland.

workdays in advance of the requested day(s) off. The usage of sick leave under this section shall not be counted as an occasion under the Employer's Attendance Standards Policy.

Sec. 7.3 - Voting Time

In the case of an election other than a Presidential or Congressional general election, the Employer shall, upon request, allow employees who are registered to vote up to two (2) hours leave with pay, if necessary for the purpose of voting.

ARTICLE 8

Leaves

Sec. 8.1 - Vacation Leave & Accrual

(a) Vacation Leave for employees covered by this Memorandum of Understanding is accrued in relationship to the length of continuous service with the Employer as follows:

- (1) Employees with less than six (6) years of service shall earn vacation leave of one (1) working day for each month of completed service or a total of twelve (12) days per year.
- (2) Employees who have more than six (6) but less than eleven (11) years of continuous service shall earn vacation leave of one and one-quarter (1 ¼) working days for each month of completed service or a total of fifteen (15) days per year.
- (3) Employees who have completed more than eleven (11) but less than fourteen (14) years of continuous service shall earn vacation leave of one and one-half (1 ½) working days for each month of completed service or a total of eighteen (18) days per year.
- (4) Employees who have completed more than fourteen (14) but less than nineteen (19) years of continuous service shall earn vacation leave of one and three-quarters (1¾) working days for each month of completed service or a total of twenty-one (21) days per year.
- (5) Employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each month of completed service or a total of twenty-four (24) days per year.
- (6) For ten-month school nurses, vacation day benefits are considered the days schools are closed for students and teachers, excluding weekends, and payment for the days from the time school closes until the 216th work day from the date ten-month employees return to work.

Sec. 8.2 - Vacation Requests and Usage

(a) Vacation may be taken by employees entitled thereto subject to the approval of their supervisor which will not be unreasonably withheld. Request for vacation on Agency Form, "Vacation Request", shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend to one (1) week or more. Except in cases of emergency, request for leave of less than one (1) week is to be submitted one (1) full working day prior to the expected start of the leave. While every effort shall be made to meet the desires of employees in requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations, and vacation shall be resolved on the basis of seniority. For the purpose of this Section, seniority shall be defined as the total length of service as a Community Health Nurse in the Baltimore City Health Department.

(b) Rates - Vacation Pay: Pay for all vacation days will be based on the employee's regular rate of pay.

(c) Vacation Accumulation: Employees may use only earned vacation leave. Employees shall be allowed to accumulate unused vacation leave up to the maximum number of days earnable for a four (4) year period as determined by their current rate of accrual.

(d) Holidays During Vacation Period: Any holiday as defined in this Memorandum which falls within an employee's scheduled vacation shall not be counted as a day of vacation leave.

(e) Vacation & Early Closings: Employees on vacation leave on any day of early closing shall be charged the full vacation leave they would have been charged if the early closing had not occurred.

(f) Vacation Accrual: Vacation leave shall accrue provided that the employee is in a pay status at any time during the payroll period in which her anniversary date occurs.

(g) Vacation Accrual After Return From Layoff: Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of layoff due to lack of work or funds and who are subsequently re-employed.

(h) Vacation Accrual & Reemployment: Employees who are re-employed, except as defined in (g), above, following a break in service of thirty (30) or more calendar days, shall be restored and then adjusted for the period transpired between separation and reinstatement subject to one-year reinstatement period. This will be the official entry date and will be the basis for determining vacation leave accrual rates, level movements, and longevity based salary increments.

(i) Vacation Retained on Transfer: Whenever employees transfer from one (1) permanent position to another permanent position without a break in service they shall be entitled to retain their vacation balance.

Sec. 8.3 - Vacation Payments - Legal Heirs of Deceased Employee

The legal heirs of a deceased employee shall be granted, in addition to the employee's accrued vacation, a bonus equivalent to the amount of vacation to which they would have been entitled for twelve (12) months of service provided, however, that if the employee within six (6) months immediately prior to the date of death, had been granted extended sick leave in excess of the bonus entitlement, bonus leave shall not be approved. Payment for vacation and bonus leave shall be made to those entitled by law to inherit from the deceased employee.

Sec. 8.4 - Payment for Vacation on Retirement and Resignation

Employees who retire or resign shall be paid in full as of their date of separation for any accumulated vacation, overtime or bonus pay. The cut-off ticket must contain, therefore, a record of all leave due the employees upon their retirement or resignation.

Sec. 8.5 - Vacation Accrual - Part Time Employees

(a) Part-time permanent employees shall accrue vacation leave in accordance with the following schedule:

- (1) Part-time permanent employees with less than six (6) years of service shall be credited with one (1) day vacation leave when they have worked a total of one hundred sixty (160) hours.
- (2) Part-time permanent employees who have completed more than six (6) but less than eleven (11) years of continuous service shall earn vacation leave of one and one-quarter (1 ¼) working days for each one hundred sixty (160) hours worked.
- (3) Part-time permanent employees who have completed more than eleven (11) but less than fourteen (14) years of continuous service shall earn vacation leave of one and one-half (1 ½) working days for each one hundred sixty (160) hours worked.
- (4) Part-time permanent employees who have completed more than fourteen (14) but less than nineteen (19) years of continuous service shall earn vacation leave of one and three-quarters (1 ¾) working days for each one hundred sixty (160) hours worked.
- (5) Part-time permanent employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

Sec. 8.6 - Vacation Day Defined

In each instance, the vacation day shall be seven and one-third (7 1/3) hours.

Sec. 8.7 - Vacation Leave - Probationary Period

Employees who have not previously served a probationary period earning vacation at the rate of one (1) day per month of completed service shall be entitled to use their accumulation upon the completion of their probationary period of six (6) months. The probationary period shall not interfere with the employee's privilege of using sick leave or personal leave as they are accumulated, provided, however, that in the event a probationary employee's service be terminated, all earned accumulated leave above referred to shall be forfeited.

Sec. 8.8 - Sick Leave

(a) Sick Leave Accrual: Sick leave with pay shall accrue to full time permanent employees (including probationary) at the rate of one (1) day for each month of completed service, provided that the employee had been in pay status at some time during the payroll period in which her anniversary date occurred. Sick leave shall accrue to part-time permanent employees at the rate of one (1) day for each 160 hours worked. A sick leave day shall be equal to seven and one-third (7 1/3) hours. There shall be no limit on the accumulation of sick leave.

(b) Sick Leave Usage: Accumulated sick leave may be used by employees who are required to be absent from duty because of personal sickness (either physical or mental), or pre- or post-natal disability which is of such a degree that the employee is unable to provide service to the employer. The Employer and the Union recognize that this disability will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery.

(c) Return to Position after Childbirth: An employee who is temporarily absent due to reasons described above from her position due to a temporary disability related to maternity and who remains on the payroll in either a "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.

(d) Notification to Employer: An employee requesting sick leave shall notify her supervisor as early as possible on the first day of such absence.

(e) Denial of Sick Leave: Sick leave shall not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

(f) Illness on Holidays: Should a day designated herein as a holiday occur while an employee is absent on sick leave, such a day will be observed as a holiday and will not be charged against sick leave.

(g) Extended Sick Leave: An employee who is unable to return to work after all her accrued sick leave, vacation leave, or personal leave has been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, she may

recommend it to the Department of Personnel. Such request must be accompanied by a medical certificate. No extension, however, may exceed the number of days earned in the basic sick leave plan, namely one (1) day per month of completed service, or one day for each one hundred and sixty (160) hours in the case of part-time employees.

(h) Sick Leave upon Retirement or 20 Years of Service: Employees who retire or leave City service after having accumulated twenty (20) years' service shall be entitled to a bonus of one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of retirement or separation.

(i) Sick Leave Conversion: Employees are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of four (4) unused sick leave days which were accumulated during the preceding twelve (12) months. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. For every four (4) days of sick leave accumulated during that year, an employee may convert one (1) day to cash and retain the remaining three (3) days in her sick leave account. Payment for such converted sick leave shall be made to employees no later than December 24.

(j) Doctor & Dentist Appointments: An employee may utilize accumulated leave time for appointments with doctors and dentists, for appointments that could not be scheduled at other times. Sick leave used with prior supervisory approval for such appointments will not count as an "occasion" under the Attendance Monitoring Program. Such requests should be made as soon as possible prior to the date of the appointment but not less than five (5) working days prior to the appointment.

(k) Sick Leave Usage for Family Members: Within a rolling year, employees may use up to five (5) days of their accumulated sick leave for an illness in their immediate family, in accordance with the provisions of Section 8.8, Paragraphs (d) (Notification to Employer) and (e) (Denial of Sick Leave). Up to an additional ten (10) days may be used for an immediate family member who has a catastrophic illness or injury. Each approval shall be based on Section 8.8, Paragraphs (d) and (e). Illness or injury shall include but not be limited to a personal injury or disease such as cancer, heart disease, automobile accident, etc. Leave usage under this section (k) is applicable for minor ailments such as ear infections, colds, stomach aches, or rashes in children which often require a parent to stay home. For the purposes of this provision, immediate family shall mean a child including biological, adopted, foster, step child or legal ward, or other child for whom the employee has day-to-day responsibilities for care and legal support who is under the age of eighteen or older if the child has a mental or physical disability, spouse, domestic partner, parent, or any other family member living in the same household as the employee.

Approved sick leave usage for Family Members shall not be charged as an occasion under the City's Attendance Standards Policy.

Sec. 8.9 - Bereavement Leave

(a) **Eligible Family Members:** Up to four (4) consecutive working days with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, grandparents, grandchildren, step and half-blood relatives, and registered domestic partner. One (1) day's leave of absence with pay will be authorized for the death of aunts and uncles, sister-in-law and brother in-law. This one (1) day's leave of absence with pay must be taken within four (4) calendar days of the date of the death or the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of the death.

(b) **Commencement of Leave:** The four (4) days shall commence at the option of the employee, on the day of death, or the day following the day of death. In the event the deceased lived in the same household as the employee making the request, the deceased shall also be considered to have been a member of the immediate family.

(c) **Additional Leave:** Employees who require additional time off beyond these four (4) days may request and shall be granted additional reasonable time off charged to annual or personal leave.

Sec. 8.10 - Job Injury Leave

(a) **Maximum Length of Leave:** In no event shall leave be extended beyond the duration of five and one-half (5½) months from the date of the employee's job related injury or accident. At the expiration of said period, the employee shall have the option of:

1. Remaining in a pay status by using any accumulated sick, vacation and personal leave days, or
2. Filing an application for accident disability retirement.

(b) **Election of Benefits - Compensation at Expiration of Leave:** No employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving her full salary for job injury leave as outlined above. Time lost due to job related injuries or accidents which disables an employee for a period in excess of the above mentioned time shall be compensated for in accordance with the Workers' Compensation Law of Maryland.

Sec. 8.11 - Civil Defense Leave

Any employee who is an accredited volunteer of the Civil Defense Organization may be granted permission by the head of the department, bureau or other municipal agency in which she is employed to participate in Civil Defense pre-emergency training programs and test exercises during working hours without loss of pay or vacation, subject to the following conditions:

A. A request for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.

B. The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

Sec. 8.12 - Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air or Marine Reserve shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any members of the organized militia are ordered to active duty under authority of the Governor, they shall be entitled to leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working-day period specified above.

Sec. 8.13 - Jury Service

An employee who is required to perform jury service in any court (City, Federal or County) shall be paid her regular salary. An employee shall notify her supervisor at the time she first receives notice that she may be called to serve as juror. At the time she is summoned, an employee shall notify her supervisor immediately by memorandum attaching a copy of the summons. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day.

Sec. 8.14 - Personal Leave

(a) Accrual: Permanent employees shall be entitled to three (3) personal leave days per year. Three (3) personal leave days shall be accrued at the rate of one-quarter ($\frac{1}{4}$) day for each month of completed service. At no time may an employee accumulate more than ten (10) personal leave days.

(1) For ten-month school nurses, personal leave is earned at a rate of one quarter ($\frac{1}{4}$) day a month for a total of two and one-half ($2\frac{1}{2}$) days.

(b) Usage: Personal leave may be used for any purpose as long as requests are made at least three (3) working days in advance. Personal leave may not be unreasonably denied. Requests for personal leave for a religious holiday must be honored.

(c) **Payment Upon Separation:** Employees will be paid for unused personal leave when separated from City service.

(d) **Severe Weather Conditions:** In the event of severe weather conditions, an employee may request and shall be granted at the discretion of the Bureau head the use of personal or vacation leave to be taken in no less than 45-minute increments or compensatory time in one-half (½) hour increments and shall not count as an "occasion." Severe weather conditions are defined as those occurring when the City declares Snow Emergency Plan II, because of ice, snow or flooding conditions.

(e) **Incremental Usage:** Personal leave shall be available for usage in at least one-tenth (1/10th) of a day increments.

Sec. 8.15 - President's Leave

The President of Local #558 or her designee may request and be granted up to a maximum of 44 days of duty time per year in order to conduct Union business and the Union shall provide on a quarterly basis a report to the Nursing Office and Office of the Labor Commissioner of the dates and times used.

Sec. 8.16 - Compensatory Time Accrual

Compensatory time may be carried over from year to year.

Sec. 8.17 - Leave Usage Units

Vacation leave, personal leave and sick leave may be taken in increments of at least one-tenth (1/10) of a day.

Sec. 8.18 - Leave of Absence Without Pay

(a) **Eligibility:** Upon application in writing any employee may be granted leave of absence without pay for the reason of prenatal and post-natal disability, childcare, personal illness, illness in the immediate family, disability or other acceptable reason as defined by Administrative Manual policy.

(b) **No Loss of Leave or Seniority - No Accrual on Unpaid Leave:** Prior creditable City service shall not be forfeited if an employee is granted a leave of absence without pay. An employee on a leave of absence without pay for more than thirty (30) calendar days shall not lose any accrued leave or seniority, but shall not continue to accrue any leave or seniority while on such leave of absence.

(c) **Leave in Excess of 30 Days:** In the event a leave of absence without pay exceeds thirty (30) calendar days, the employee's seniority and increment dates will be delayed one (1) day

for each day of the leave of absence, except for any employee who is on leave of absence without pay for military service.

Sec. 8.19 - Union Conferences

Leave without loss of pay may be granted, subject to scheduling needs of the Department, to employees officially designated by the Union to attend scheduled conferences and conventions.

This leave must be requested at least three weeks in advance, will be available no more than 20 staff days in a calendar year, and no employees shall be granted this leave more than once in each calendar year.

Sec. 8.20 - Graduation Leave

Effective July 1, 1999, employees shall receive a one-day leave of absence with pay to attend his own graduation from an accredited college or university, or a ceremony to receive a GED certificate, if scheduled during the employee's regularly scheduled workday.

Effective July 1, 1999, employees shall receive one-day leave of absence with pay to attend graduation exercises of a spouse, child or authorized dependent, as certified on the employee benefits file or legal documentation, from senior high school or an accredited college or university provided that the graduation exercises are scheduled during the employee's regularly scheduled workday. All request for graduation leave must be submitted at least four weeks in advance. Documentation of the graduation exercise must be submitted with the leave request.

ARTICLE 9 ***Health and Welfare***

Sec. 9.1 - Contributions

(a) The existing health and welfare benefits including employee co-pays shall remain in effect through December 31, 2008. Effective January 1, 2009, employees shall pay 20% of the premium for the CareFirst Blue Cross/Blue Shield Preferred Provider Network (PPN) for the duration of this Agreement. The terms of the CareFirst Blue Cross/Blue PPN, effective January 1, 2009, are set forth in Addendum.

- (1) The Employer may eliminate the CareFirst Blue Cross Blue Shield BC/BS traditional plan effective January 1, 2009.
- (2) Effective January 1, 2009, the employee premium contribution shall be 15% of the total premium and the City shall pay 85% for the UnitedHealthcare point-of-service plan.
- (3) Effective January 1, 2010, the employee premium contribution shall be 20% of the total premium, and the City shall pay 80% for the UnitedHealthcare point-of-service plan.

- (4) The CareFirst Blue Cross/Blue Shield PPN premium split shall remain at 80/20 and the HMOs split remain at 90/10. Should the City add a new point-service plan, the contribution split shall be 80/20. Should the City add an HMO, the contribution split shall be 90/10.
- (5) Unpaid Leave for Personal Illness: In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of her CareFirst Blue Cross Blue Shield HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume her appropriate contribution for said coverage.

Sec. 9.2 – HMO – Employees covered by this Agreement may elect a Health Maintenance Organization alternative to CareFirst Blue Cross/Blue Shield. Employees shall pay 10% of the monthly premium for the HMO alternatives.

Sec. 9.3 - Part-time employees - It is agreed that part-time employees covered by this Article must consistently work an average of 50% of a regularly scheduled work week to be eligible for the benefits of 9.1 and 9.2 above.

Sec. 9.4 Billing - 10-Month Employees

The City will develop a methodology for the billing of the health care costs for 10-month employees for the summer months. Such methodology will include a statement reflecting the employee's health care contribution for those summer months.

Sec 9.5 Section 125 Plan

The Employer will continue to administer a Section 125 Plan whereby the employees' contributions to health care, vision, and prescription programs would be excluded from Federal and State taxes.

Sec. 9.6 Waiver Incentive

The Employer shall remit an annual payment of \$650 (to be paid bi-weekly) to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. The employee must notify the City's Employee Benefits Division within thirty (30) days after a qualifying event occurs in order to enroll in a City Health Care Plan. No further payments shall be granted once the employee rescinds the waiver of coverage and begins to participate in a City Health Care Plan.

Sec. 9.7 New Enrollees in a City Health Care Plan

New enrollees in a City Health Care Plan shall no longer be required to pay higher employee contributions for the first six (6) months after enrollment.

Sec. 9.8 Hospital Bill Audit Gainsharing

An employee shall be entitled to a Hospital Bill Audit Gainsharing payment of 33 1/3% of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of \$500 to the employee for each incident. In order to qualify for the Gainsharing payment, the employee must: (a) identify an overpayment of more than \$250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent and (b) notify the City's Employee Benefits Division of the error within thirty (30) days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified and the amount overpaid actually is recovered to the City's benefit.

9.9 Changes to Health and Welfare Program – A Joint Labor Management Health Insurance Committee shall be established to review the City's present health insurance plans, benefits and costs for Plan Year 2008. The Employer shall consult with the Committee prior to implementing any changes in health care benefits. The Joint Committee shall be made up of an equal number of AFSCME and Management representatives.

Prior to submitting any recommendation for changes to the health and welfare program to the Board of Estimates for approval, the Employer will meet and confer with the President of Local 558.

Sec. 9.10 Prescription Drugs and Vision Care for Students

Effective January 1, 1998, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or until the end of the year they cease being full-time students, whichever occurs first. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

Sec. 9.11 - Domestic Partner Benefits

Registered domestic partners are eligible for health insurance, prescription drug, vision/optical program benefits.

ARTICLE 10 ***Discipline and Discharge***

Sec. 10. 1 - Discipline

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the

employee before other employees or the public. Following disciplinary action, the employee shall be notified that a copy of the disciplinary action will be forwarded to the union president unless the employee notifies the Employer within two (2) workdays of the disciplinary action that a copy should not be sent to the Union. It shall also be explained to the employee that notification of discipline does not constitute a grievance being filed, which must be generated by the Union.

Sec. 10.2 - Discharge, Reduction in Pay or Position or Suspension for More than Thirty Days

The Employer shall not discharge any employee who has completed her probationary period, nor shall the employer reduce in pay or position, or suspend for more than thirty (30) days, any employee without just cause as may, in the opinion of the person authorized by law to remove or dismiss such employee, interfere with the efficient performance of the employee's duties. The employee will be promptly notified, in writing, of any discharge, reduction in pay or position, or suspension for more than thirty (30) days, and specific reasons will be given.

(a) **Timely Meeting With Management:** In the event of a discharge, reduction in pay or position, or suspension of more than thirty (30) days, the management representatives responsible for initiating such action shall if requested meet with the affected employee and her Union representatives within five (5) calendar days from the date of the discharge.

(b) **Civil Service Investigation/Hearing:** In the event an employee, who has completed her probationary period, is discharged, reduced or suspended for more than thirty (30) days, such employee and/or her Union representative may request an investigation by the Civil Service Commission. The Civil Service Commission shall, as part of its investigation, refer such request to its Hearing Officer. The Hearing Officer shall conduct a fair and impartial hearing no later than five (5) days from the receipt of such request.

(c) **Civil Service Hearing & Recommendations:** The Hearing Officer, at the conclusion of such hearing, shall make findings of fact and recommendations which shall be forwarded to the Civil Service Commission for its determination within three (3) days after the hearing. The Commission shall take action on such recommendation within five (5) days thereafter. Copies of the Hearing Officers findings and recommendations shall be sent to the aggrieved employee, the Union representative and the Department Head.

ARTICLE 11

No Strike or Lockout

Sec. 11.1 - No Strike - No Lockout

The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding, there shall be no strikes, slow-ups, stoppage of work and the City agrees that there shall be no lockout.

Sec. 11.2 - Unauthorized Strikes

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Union, provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

Sec. 11.3 - Discipline of Strike Participants

In the event that such action by the Union had not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE 12 ***Hours of Work***

Sec. 12.1 - Hours of Work

(a) Permanent 12-month Employees: Working hours are 8:30 a.m. to 4:30 p.m., Monday through Friday. Forty (40) minutes is the established lunch period.

(b) Permanent 10-Month Employees: Permanent 10-month employees shall work 7 $\frac{1}{3}$ hours with a forty-minute meal period within the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, depending on the operating hours of the school subject to evaluation of the school nursing program. Adjustment of hours to accomplish optimum service will be determined by the nursing supervisor.

(c) On Call Employees: Employees on call during the weekend who are required to remain in their homes shall be granted compensatory time off for those hours spent on call. In the event an employee is called in to go on assignment, she shall have the option of receiving compensatory time at the rate of one and one-half (1 $\frac{1}{2}$) hours for each hour spent on assignment, or she may receive payment for each hour spent on assignment at one and one-half (1 $\frac{1}{2}$) her normal rate of pay.

(d) Use of Comp Time: The use of compensatory time shall not be unreasonably denied.

(e) Breaks: All employees shall be provided two (2) fifteen (15) minute breaks per workday, provided it does not unduly interrupt City business.

ARTICLE 13

Assignments

Sec. 13.1 - Evening and Weekend Assignments

Nurses will be assigned to evening and weekend assignments according to a schedule plan subject to the following:

- (a) Seniority: Registered Nurses with eighteen (18) years of service with this agency will have the option of accepting any evening or weekend assignment.
- (b) Employees Registered for College: Nurses registered for accredited college courses will not be assigned on the evenings or weekends of their classes.
- (c) Compensation: One and one-half (1½) hours of compensatory time, or paid time at one and one-half (1½) the computed hourly rate, at the employee's option, shall be paid for each hour worked in excess of a regularly scheduled shift.
- (d) Two or More Different Types of Work: When an employee in a single work week works at two or more different types of work for which different straight-time rates have been established, the employee will receive paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over forty (40) in a work week.

Sec. 13.2 Assignments during an event requiring a public health emergency response: The Employer and Union agree that events such as terrorist attacks and large-scale communicable disease outbreaks demonstrate the need for the Health Department to expand its mission to respond to such public health emergencies. The Health Department shall maintain a list of volunteers who shall be called upon to respond to the public health emergencies. Should there not be enough volunteers available for an event, employees with the least seniority on a Department-wide basis shall be called for all assignments. Once an employee has been selected and worked an assignment, her name shall be placed at the end of the seniority list. Discretion shall be used by the Commissioner of Health on a case-by-case basis regarding transportation problems and/or personal responsibilities.

ARTICLE 14

Education

Sec. 14.1 - Tuition and Book Reimbursement

Full time nurses, who have completed eighteen months of service, enrolling at an accredited undergraduate or graduate institution in one or more courses which contribute to professional growth and service in nursing or related fields, shall be entitled to tuition and book reimbursement for a minimum of seventy-five per cent (75%) for a total reimbursement of

\$1,000 per person, subject to the existing requirements of the program. The employee will request in writing prior to the beginning of the school semester both book and tuition costs. Payment will be made within 45 days upon submission of proof of satisfactory completion of such a course or courses.

Probationary employees who are employed at the time that the Board of Estimates notes the contract in December 2001, will be grand-fathered under the old contract language. Those employees will be eligible for this benefit at the conclusion of their probationary period.

Sec. 14.2 - Work Study Program

(a) Eligibility and Leave: two (2) full time staff nurses or supervisors from different programs, with a minimum of two years service as City Health Department nurses (or an equivalent number of staff nurses or supervisors equal to two (2) full time positions) shall be permitted to attend school on agency time. The following guide will apply:

- (1) Employees carrying fifteen (15) or more credits will work a maximum of three (3) one-half ($\frac{1}{2}$) days per week.
- (2) Employees carrying ten (10) to fourteen (14) credits will work five (5) one-half ($\frac{1}{2}$) days per week.
- (3) Employees carrying six (6) to nine (9) credits will work six (6) one-half ($\frac{1}{2}$) days per week.

Sec. 14.3 - Selection Priority

(a) The first choice shall be based on seniority; thereafter requests shall be granted on a rotating basis. Neither grade nor class shall influence the choice of employees. Priority for participation in the Work Study Program shall be as follows: (1) BSN, (2) MSN, or (3) MPH and other related fields. Priority shall be given to employees who have not previously participated in the Work Study program.

(b) For selection purposes credits needed to complete degree shall be considered as a factor.

Sec. 14.4 - Information Available

(a) The Union shall receive copies of the initial work study request.

(b) Upon request of the Local Union President, the Health Department will invite the Local President to review and discuss with the Department applications of Union members for the Work Study Program.

(c) Upon request of the Local President, the Department shall provide a list of individuals selected to participate in the Work Study Program.

Sec. 14.5 - Remain in City Service

Any employee who receives aid under this Article shall agree in writing to remain an employee of the Health Department for one year after completion of the course.

Sec. 14.6 - Employee Responsibility

The employee will be required to submit proof of satisfactory completion of course work within 45 days of the end of the semester. Failure to submit required proof within the specified time will require the employee to reimburse the Employer for the time provided for work study. If an administrative oversight occurs which results in late submission, the employee shall be held harmless.

Sec. 14.7 - Certification

a. Initial Certification

Employees who receive initial certification from an accredited certification board during the term of this Agreement shall be reimbursed for the cost of obtaining initial certification, which includes the application fee, the examination fee, and the wallet card fee. Certification must be in a field of nursing related to the employees' current positions.

b. Recertification

Employees who receive recertification from an accredited certification board during the term of this Agreement shall be reimbursed for the cost of the application fee only. Recertification must be in a field of nursing relating to employees' current positions.

Sec. 14.8-- Master's Degree

For the term of this Memorandum of Understanding, employees who have received or will have received during the term of the Memorandum a Master's degree in nursing or a related field shall receive an annual differential of \$800 to be paid on a biweekly basis. The Employer agrees to study the feasibility on adding the Master's Degree stipend as a step on the salary scale.

ARTICLE 15

Longevity

Sec. 15.1 - Increments and Eligibility

Employees covered by this Memorandum of Understanding shall receive longevity increments calculated as a percentage of the maximum step in their salary grade, or at the flat salary, whichever is applicable.

Percentage	Continuous Service
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2.50%	10 Years
2.50%	15 Years
2.50%	20 Years
2.50%	25 Years
2.50%	30 Years

Effective July 1, 2007, all employees who are covered by this Memorandum of Understanding shall receive the following longevity increments, as an adjustment to base, as a percentage of the maximum step of the grade, (or, in the event that any employee is on a flat salary or hourly wage, then as a percentage of an employee's salary or wages.)

3.00%	10 Years of continuous City Service
an additional 3%	15 Years of continuous City Service
an additional 3%	20 Years of continuous City Service
an additional 3%	25 Years of continuous City Service
an additional 3%	30 Years of continuous City Service

ARTICLE 16

Promotion

All vacancies occurring within the Health Department shall be posted in each of the nursing areas with copies sent to the Union President and Vice President. The Health's Department Human Resources Office will send a copy of the Department of Human Resources' recruitment announcements to the Union President and Vice President. Every effort will be made to ensure that recruitment announcements are disseminated to the schools. The Health Department's Human Resources Office will post all job announcements on the website and shall remind employees that the job announcements are posted on the website.

ARTICLE 17

Salary

Sec. 17.1 – Salary

A. Salary

1. Effective the payroll period beginning August 23, 2008, or the first payroll day thereafter, the annual salaries for all bargaining unit employees shall be increased by 3%. A schedule which reflects the rates of pay established for Fiscal Year 2009 is attached to this Agreement as Addendum "B".

2. Effective July 1, 2009, the annual salaries for all bargaining unit employees shall be increased by an additional 2%. A schedule which reflects the rates of pay established for Fiscal Year 2010 is attached to this Agreement as Addendum "B".

3. All across the board increases shall be adjustments to base. Whenever the term "adjustment to base" is used in this Memorandum of Understanding, the amounts involved shall be deemed components of an employee's total annual salary, to compute bi-weekly, hourly, daily and overtime pay, and, as well to compute longevity and pension.

Sec. 17.2 Remuneration Due Date

All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary or promotion date falls within the pay period. In the event that the employee's anniversary or promotion date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

ARTICLE 18

Seminars and Workshops

Sec. 18.1 - Eligibility and Funding Available

Nurses who have completed their probationary period shall be entitled to attend a reasonable number of seminars and workshops which contribute to professional growth and service so long as such attendance does not materially interfere with the performance of the Baltimore City Health Department. The Department shall reimburse employees for the costs of attending said seminars and workshops. A fund of \$5,000 in Fiscal Years 2006-2008 shall be provided for such purpose, of which at least \$1,000 shall be available for the use of the City-wide In service Education Committee and the Staff Education Committee for the purpose of paying for films, speakers, printing of the program, educational materials and building rental fees.

Sec. 18.2 - Information on Workshop Participation

The Health Department shall submit a quarterly report to the Union providing the following information:

- (1) Name of Workshop
- (2) Names of employees who attended, staff and supervisors
- (3) Cost per each person and total cost.

ARTICLE 19
Distribution of Memorandum

Within sixty (60) days of the effective date of this Memorandum, a copy of this Memorandum will be furnished to each Community Health Nurse currently employed and to each nurse entering the employ of the Health Department during the term of this Memorandum. The cost of printing this Memorandum will be shared equally by the Employer and the Union.

ARTICLE 20
Bulletin Boards

The Employer agrees to provide reasonable bulletin board space labeled with the Union name where notices of official Union matters may be posted by the Union.

ARTICLE 21
Visitation

An Officer or accredited representative of the Union shall, upon reasonable request by the Union, be admitted to the property of the Employer during working hours for the purpose of discussing or assisting in the adjustment of grievances under Article 6 of this Agreement, provided there is no interference with the performance of duties. Each Union representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employers' premises, and without loss of pay, designated Union representative shall be allowed to:

- a) Post official Union notices as specified above.
- b) Transmit communications, authorized by the Union or its officers, to the employee or her representative.
- c) The Union may, with at least two (2) days' prior approval of the Deputy Commissioner, use Health Department facilities for Union meetings at times when such facilities are open and in use for established Health Department activities.

ARTICLE 22
Mileage Allowance

Sec. 22.1 - Standard Mileage Rate

The amount allowed employees under this Memorandum for mileage on their private cars shall be the business standard rate prescribed by the Internal Revenue Service (IRS).

Sec. 22.2 - Differential - Direct Travel to Work Assignment

Differential shall be allowed those employees, including school nurses, who, on temporary assignment, are required to travel directly from home to work assignment located further from their home than their normal work sites.

ARTICLE 23 ***No Loss of Benefits***

Except as otherwise expressly provided herein, all privileges and benefits which nurses have hitherto enjoyed shall be maintained and continued by the Employer during the term of this Memorandum.

ARTICLE 24 ***Death and Accidental Death & Dismemberment and Catastrophic Illness Benefits***

Sec. 24.1 - Death & Dismemberment

(a) In furtherance of the above health and welfare benefits, the Employer shall provide all eligible employees with the following additional benefits as previously in force under the applicable benefit plans heretofore adopted by the Board of Estimates.

(b) The Death and Accidental Death and Dismemberment and Catastrophic Illness benefits plan shall be comprised as follows:

(1) **Death & Dismemberment Benefit Payment:** Death and dismemberment benefits in the amount of \$15,000 or the employee's annual salary, whichever is greater. The death and dismemberment benefits for permanent part-time employees shall be the greater amount of their annual salary or that percentage of \$15,000 which corresponds to the percentage of the work year of a full-time employee which is represented by the part-time employee's regularly scheduled annual hours.

(2) **Dismemberment Benefits:** Dismemberment benefits shall be as follows:

1. For the loss of a hand, foot, or the sight of an eye, the benefit will be one-half ($\frac{1}{2}$) the amount specified in subsection (b)(1), above.
2. For a double dismemberment, the benefit will be equal to the amount specified in subsection (b)(1), above.

(3) **Accidental Death:** In the event of accidental death, the benefit payable shall be double the amount specified in subsection (b)(1), above.

Sec. 24.2 - Catastrophic Illness

(a) The death benefit as stated in subsection 23.1 (b)(1), above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following:

(1) She is totally disabled and therefore cannot work for the City or any other employer in an active or limited capacity.

(2) Her medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within a two (2) year period.

(3) The affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

(b) Filing of Claim: The claim must be filed within six (6) months after the claimant has become incapacitated or disabled and is unable to return to work.

(c) Benefit Administration & Documentation: The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, the Union or employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation is payable under:

(1) Workers' Compensation laws, or

(2) Accidental disability provisions of the Employees Retirement System.

(d) Appeal Process: If the decision of the Department of Human Resources is unsatisfactory to the Union, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three members:

(1) One member chosen by the City,

(2) One member chosen by the Union, and

(3) Third Member chosen by both parties to serve as impartial Chairman of the Board.

The impartial Chairman must be a physician. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

(e) Death of Claimant: If the claimant should expire after it has been determined that her illness is catastrophic and before the catastrophic illness benefit is paid, the payment shall be made to the named beneficiary or guardian upon receipt of a valid death certificate showing that the illness which was previously determined as catastrophic contributed to or was directly responsible for the death.

(f) Termination of Coverage: An employee's coverage under this Article shall terminate upon resignation or 30 days after the last day she was in pay status on the City Payroll, except that employees represented by the Union shall be covered by a reduced death benefit of \$1,500 if they retire from City Employment. Retired persons so covered shall also be covered by the Accidental Death and Dismemberment provisions outlined herein at the reduced rate.

Sec. 24.3 - Beneficiary

(a) Designation of Beneficiary: The beneficiary of these benefits will be one of the following:

(1) The beneficiary designated by the employee to receive retirement benefits, or

(2) A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (a) above.

(b) Change of Beneficiary: If the employee so designates a beneficiary, she shall have the right to change the beneficiary at any time. The beneficiary change shall become effective on the date acknowledged by the City.

ARTICLE 25 ***Out-Of-Title-Work***

Sec. 25.1 - Eligibility

Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working days, she shall be paid the higher rate for such services commencing on the eleventh (11th) working day, in accordance with the rules and regulations as set forth in the Administrative Manual.

Sec. 25.2 - Maximum Performance and Compensation Period

No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days.

ARTICLE 26
Examination of Employee's Personnel File

Sec. 26.1 - Official Personnel File

(a) Official employee files shall be maintained in accordance with the following procedures:

- (1) Examination: By appointment with the appropriate authorized person, the employee, with her identification, shall be permitted to examine her personnel file. The employee shall indicate in writing, to be placed in her file, that she has examined said file.
- (2) Documentation & Limitation on Examination: Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that she has examined said file and the reason for said examination.
- (3) Positive Information: Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional or civic nature.
- (4) Expungement of Materials After Probation: Confidential inquiries and replies or any such material received from competent, responsible, outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file upon the completion of the employee's probationary period of employment.

Sec. 26.2 - Employee Knowledge of Information Added to File

No material related to an employee's conduct, service, character or personality shall be placed in the file unless it is signed and dated by the person submitting the information. The employee shall be given the opportunity to acknowledge that she has read such material by affixing her signature on the actual copy to be filed, with the understanding that such signature merely signifies that she has read the material to be filed and does not necessarily indicate agreement with its content. An employee will not be required to affix her signature on any material that is to be inserted in the file subject to the provisions discussed below.

Sec. 26.3 - Right to Respond to Information Included in File

The employee shall have the right to answer any material filed and her answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

Sec. 26.4 - Right to Union Representation

The employee shall have the right to have a Union representative present during review of her personnel file.

ARTICLE 27 ***Liability Insurance***

The Employer shall, through insurance or self funding, provide liability coverage for negligent actions or omissions by an employee acting within the scope of his/her employment, to the extent allowable under the Local Government Tort Claims Act. Sec. 5-303 (Supp. 1997), et. seq., Court and Judicial Proceeding Article of the annotated code of Maryland, entitled "Local Government Tort Claims Act."

ARTICLE 28 ***Professional Concerns***

Sec. 28.1 - New and Expanded Health Department Program

Whenever the Health Department acts to plan and/or implement new or expanded programs or services, or plans and/or implements changes which would significantly alter the current working conditions under which nurses operate, the Commissioner of Adult, School and Community Health Nursing Services, the Commissioner of Health, Assistant Commissioner of Adult, Nursing and Community Health Services and other bureau heads and supervisors as appropriate shall meet and confer with a Union representative or her designee before such programs, services or changes are implemented.

Sec. 28.2 - Nursing Assignments During Labor Disputes

The Employer agrees to consider the principle that registered nurses shall not assume any duties normally discharged by non-nursing personnel unless a clear and present danger to the public health exists. The Employer further agrees that the best interests of all parties will be served if, in emergency situations caused by a labor dispute, patient care functions will be performed by Community Health Nurses on a volunteer basis.

Sec. 28.3 - Liaison Meetings

Liaison meetings between not more than five (5) representatives of the Union and the appropriate Assistant Commissioner will be held bi-monthly. Meetings with the Commissioner and/or bureau of directors will be held, if necessary, upon request of either.

Sec. 28.4 - Non-City Worksites

Nurses assigned through contractual arrangements to work in non-City worksites (Neighborhood Health Centers, Primary Care Centers, etc.) shall be eligible for the same

benefits and subject to the same administrative policies as other nurses employed by the Baltimore City Health Department. If, in an effort to provide continuity of care to patients in the target area, the Center operates on a day which would normally be a City holiday, the holiday policy to be followed will be in accordance with Article 7 of this Memorandum.

Sec. 28.5 - Payroll Errors

If the City and/or agency's payroll department or the employee's department makes a mistake on an employee's pay, it shall be rectified immediately upon notification of the error. Request for payment to the affected employee shall be sent to Central Payroll within five work days from the date of notification.

Sec. 28.6 - Salary Changes

The employee and the Union Local will be notified in writing as soon as possible, of any change in salary, including the rate of former and new salary, the designated classification and step and the effective date of the change.

Sec. 28.7 - 10-Month Nurses - Return to Work

10-month school nurses shall return with veteran teachers of the Baltimore City Public Schools in accordance with the school calendar.

Sec. 28.8 - Employee Assistance Program

(a) Program Maintained: The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program for assistance by telephone or personal visit.

(b) Confidentiality: Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Counselor shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Program.

Sec. 28.9 - Labor-Management Committee

A joint Labor-Management Committee composed of four (4) Union representatives and four (4) Employer representatives shall be formed to address the physical safety of employees, security of employees' personal property, and privacy and confidentiality of client files. The Committee shall meet at least every two months.

Sec. 28.10 – Labor Management Cooperative Committee

Within 30 days of notation of this Memorandum of Understanding by the Board of Estimates, the Labor Commissioner shall convene a joint labor-management cooperative committee with equal representation from management and Local 558. The Committee shall work together to improve the recruitment and retention of nurses for the Health Department and limit the need for contract nurses. The Committee may explore alternative recruitment and retention options such as a bridge program which would allow licensed practical nurses or registered nurses with 2-year degrees to obtain 4-year degrees through educational programs and/or incentives. The President of Local 558 shall have the opportunity to present the Committee's findings and recommendations to the membership prior to their presentation to the Commissioner of Health. The final recommendations shall be submitted to the Commissioner of Health no later than June 2004. Approved recommendations will be forwarded to the Labor Management Committee as action items.

ARTICLE 29

Safety

Sec. 29.1 - Cooperation

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that her work requires her to be in unsafe or unhealthy situations, the Employer shall consider the matter immediately. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the grievance procedure.

Sec. 29.2 - Immunization

Employees working in areas at risk of contracting preventable communicable diseases shall be tested and immunized against those diseases at the expense of the Employer.

ARTICLE 30

Seniority

Sec. 30.1 - Seniority Factored

The Employer and the Union recognize the principle of seniority as a factor in promotion, layoff, reemployment, transfer, and other conditions of employment and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail where the principle does not conflict with any provision of applicable law.

Sec. 30.2 - Seniority in Layoffs

(a) Factors Considered: In the case of reduction-in-force or elimination of position, the appointing officer may give consideration to merit, efficiency, character, industry and length

of service in the present classification or other classification, total length of service in the Classified Service, physical condition, and any other classification relating to efficient operation of the organized unit. (Civil Service Rule 52). Before an employee's effective layoff date is scheduled, she shall be entitled to convert to cash her accumulated vacation and personal leave.

(b) Sick Leave Conversion - Layoff: In either event, sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) basis as provided in Article 8 of this Memorandum.

Sec. 30.3 - Voluntary Layoff

In case of a reduction-in-force or elimination of a position, an employee with twenty (20) years or more of continuous City service may volunteer to be laid-off. The employee must send a written request to the agency head asking that she be selected for lay-off. If the agency head approves the request, the employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

ARTICLE 31

Bargaining Unit Integrity

The Employer recognizes that the integrity of the bargaining unit is of significant importance to the Union. In accordance with Article 30, Seniority, Section 30.2., Seniority in Layoffs, the Employer shall inform the Union of economic or programmatic changes that result in the layoff of employees and/or the abolishment of positions. As provided in this Memorandum of Understanding, bargaining unit work will normally be performed by classified employees in the bargaining unit. This provision does not prohibit the Employer from having contractual employees on an as needed basis.

Within 30 days of notation of the Memorandum of Understanding by the Board of Estimates, the Labor Commissioner will convene a labor management meeting between the Union and the Health Department to discuss the ability to move contractual employee doing bargaining union work into full-time permanent positions.

ARTICLE 32

Termination, Change or Amendment

This Memorandum of Understanding shall become effective on July 1, 2008, and remain in full force and effect until June 30, 2010. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of the desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

Signed on this 27th day of December, 2008 in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL OF
BALTIMORE:**

Deborah L. Moore-Carter

Deborah F. Moore-Carter

Francine J. Childs

Francine J. Childs

Larissa A. Parrish

Larissa A. Parrish

Tanisha E. Bomani

Tanisha E. Bomani

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL- CIO, COUNCIL 67 & LOCAL 558:**

Nancy Woodhead

Nancy Woodhead

Archer M. Blackwell

Archer M. Blackwell

Susan Borinsky

Susan Borinsky

Sarah M. Cromwell

Sarah M. Cromwell

Jocelyn Robinson

Jocelyn Robinson

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Gary Gilkey

Gary Gilkey
Chief Solicitor

**NOTED BY THE BOARD OF ESTIMATES:
JAN 14 2009**

Bernice S. Dargatzis

Clerk

Date

ADDENDUM A
Health and Welfare Benefits

Employees covered by this Memorandum are eligible for benefits under the Blue Cross/Blue Shield Preferred Provider (PPN) or under one of the HMOs offered by the Employer. The benefits under the aforementioned PPN are set forth in the Summary Plan Description for the plan.

For information purposes, the parties have set forth below various benefits provided under the Blue Cross/Blue Shield Plans including certain benefits which have been agreed upon during the negotiations for this Memorandum.

A. PPN Plan

- | | | |
|----|--|--|
| 1. | Major Medical – 80 % Employer Coverage, after \$200 deductible.
Private –Duty Nursing
Medical Supplies
Ambulance Services
Whole Blood
Orthopedic and Prosthetic Devices | |
| 2. | Hospital inpatient medical days | 365 days at 100% coverage |
| 3. | Routine physicals
(one every three years) | 100% of allowed benefit
\$10 per office visit |
| 4. | Routine OB/GYN Exam
(one per year) | 100% of allowed benefit
\$15 per office visit |
| 5. | Office Medical Visit | \$10 per visit |
| 6. | Specialist office visit | \$15 per visit |
| 7. | Well Child care through age 6
Included immunization and vaccines | \$10 per office visit |
| 8. | One annual physical ages 7-12 | \$75 maximum
\$10 per office visit |
| 9. | Out-of-Network Care | 70% coverage after deductible |

- | | | |
|-----|---|--|
| 10. | In-vitro fertilization | Limit of \$12,000 |
| 11. | Physical, speech and occupational
per year
Therapy (out patient/office)
Pre-authorization required after
10 th visit | 100 combined visits |
| 12. | Emergency Room Fee
Effective January 1, 2009
(During calendar year 2009,
City will pay \$15 of \$50 ER fee
For each plan.)
Effective January 1, 2010 | \$35 waived if admitted

\$50 waived if admitted |
| 13. | Urgent Care facilities
The fee for the urgent care facilities
Under each health plan shall be either
Depending upon the plan | \$10 or \$5 per visit |
| 14. | Diabetic medical supplies | 100% of allowed benefit |
| 15. | Diagnostic test, x-rays,
laboratory tests | 100% of allowed benefit |
| 16. | Pre – and post-natal care | |
| 17. | Sudden and Serious Onset Coverage | |
| 18. | Second Surgical Opinion | |
| (a) | 100% coverage for second surgical opinion requested by patient. | |
| 19. | Alcoholism Treatment | |
| (a) | Hospital/In Patient Care Complete coverage up to maximum of 30 days in any plan year, 60 days lifetime per family member. | |
| (b) | Outpatient Services complete coverage for up to thirty (30) visits, 50% of costs reimbursed for visits thereafter up to a limit of 15 visits in any plan year. | |
| 20. | Hospice Care | |
| (a) | Outside-Hospital 100% reimbursement of fees up to lifetime maximum of \$10,000 per family member. | |
| (b) | Services furnished in hospital 80% reimbursement of fees up to life-time maximum of \$10,000.00 per family member. | |

B. Prescription Drug Program

1. The parties shall continue to administer a generic prescription drug program. Employees and their dependents shall as a general rule be expected to have prescriptions filled with generic equivalent when proprietary drugs are ordered. However, if medically necessary, an employee or dependent may apply for permission to purchase a proprietary drug by name even though a generic equivalent may be available on the market. If an employee or dependent secures prior permission to purchase a proprietary drug in lieu of a generic drug, the employee shall be subject only to a co-pay at the rate of a generic drug. In order to qualify for permission, the employee must first submit satisfactory written medical documentation for review to the Employee Benefits Division of the Department of Personnel. After impartial review by a qualified health care professional, Employee Benefits Division shall either grant, deny or ask for additional information about the application. Employees or beneficiaries who are approved shall be expected to purchase the approved proprietary drug from a participating pharmacist, and to initially pay the cost of the drug out-of-pocket. All covered out-of-pocket expenses shall thereafter be reimbursed by the City.

2. The Employer shall continue the Prescription Drug Plan in effect as of the date of this Memorandum with the following co-pays.

(a) The co-pays set by the Employer effective January 1, 2004, for a thirty (30) day retail prescription shall be three-tiered, that is, in three different classifications: \$10.00 for generic drug; \$20.00 for a preferred brand name drug; and \$30.00 for a non-preferred drug. The co-pays set by the Employer effective January 1, 2004 for a ninety (90) day mail order prescription shall be three-tiered, that is, in three different classifications: \$15.00 for a generic drug, \$25.00 for a preferred brand drug, and \$35.00 for a non-preferred drug.

(b) On or before October 1, 2003, the employee shall provide to the Union a schedule of the drugs classified as generic, brand name and non-preferred. The Employer shall not be arbitrary in its assignment of a drug to one co-pay classification as opposed to another.

C. Optical Plan

Upon request, the Employer shall provide a brochure detailing services provided to the employee.

ADDENDUM B
Salary Schedules
AFSCME Local 558 - Nurses

Effective - 08/23/2008

Nurse Practitioner (10 Month)

Grade	Hiring level	Full Performance level	Experienced level	Senior level	L1-5*
501	34,250	37,572	38,511	39,474	1,184
503	38,337	43,141	44,222	45,328	1,360
505	41,609	45,211	46,343	47,502	1,425
506	43,232	47,279	48,462	49,673	1,490
507	45,146	49,348	50,580	51,845	1,555
508	47,179	51,565	52,857	54,180	1,625
509	49,249	53,786	55,131	56,509	1,695
510	52,727	57,420	58,856	60,327	1,810

Community Health Nurses

532	39,083	44,151	45,255	46,387	1,392
533	41,163	45,086	46,216	47,371	1,421
535	43,657	48,436	49,642	50,882	1,526
537	46,068	51,774	53,069	54,396	1,632
539	48,594	54,138	55,490	56,877	1,706
540	51,122	56,502	57,913	59,363	1,781
542	54,585	59,219	60,702	62,220	1,867
543	57,041	61,887	63,433	65,020	1,951
544	59,604	64,666	66,284	67,941	2,038
545	62,285	67,577	69,265	70,998	2,130
546	63,276	68,907	70,631	72,397	2,172

ADDENDUM B
Salary Schedules
AFSCME Local 558 – Nurses

Effective - 07/01/2009

Nurse Practitioner (10 Month)

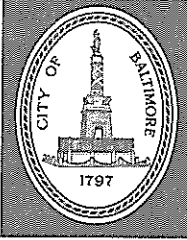
Grade	Hiring Level	Full Performance Level	Experienced level	Senior level	L1-5*
501	34,935	38,323	39,281	40,263	40,263
503	39,104	44,004	45,106	46,235	46,235
505	42,441	46,115	47,270	48,452	48,452
506	44,097	48,225	49,431	50,666	50,666
507	46,049	50,335	51,592	52,882	52,882
508	48,123	52,596	53,914	55,264	55,264
509	50,234	54,862	56,234	57,639	57,639
510	53,782	58,568	60,033	61,534	61,534

Community Health Nurses

532	39,865	45,034	46,160	47,315	1,419
533	41,986	45,988	47,140	48,318	1,450
535	44,530	49,405	50,635	51,900	1,557
537	46,989	52,809	54,130	55,484	1,665
539	49,566	55,221	56,600	58,015	1,740
540	52,144	57,632	59,071	60,550	1,817
542	55,677	60,403	61,916	63,464	1,904
543	58,182	63,125	64,702	66,320	1,990
544	60,796	65,959	67,610	69,300	2,079
545	63,531	68,929	70,650	72,418	2,173
546	64,542	70,285	72,044	73,845	2,215

CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM C
Adult Evaluation and Review Services (AERS)

December 22, 2008

Nancy Woodhead, President
AFSCME, AFL-CIO, Local 558
1410 Bush Street
Baltimore, Maryland 21230

Re: Adult Evaluation and Review Services (AERS)

Dear Ms. Woodhead:

Notwithstanding the provisions of the Memorandum of Understanding for FY 2006-2008 between the City of Baltimore (City) and AFSCME Council 67 and Local 558 (Union), this Side Letter is executed to document the understanding and accord between the parties (City and Union) with respect to Community Health Nurses and their participation in the Adult Evaluation and Review Services (hereinafter referred to as the "AERS" program). It is understood that this Side Letter shall apply solely to Community Health Nurses with regard to the AERS program, and shall not be construed as precedent setting nor be applied to other classifications, within the bargaining unit or to other Health Department programs without prior negotiations and full concurrence of the parties:

Accordingly, it is hereby understood and agreed that the following understandings have been reached.

1. For any week that a Community Health Nurse has the on call assignment, the employee shall receive fifteen (15) hours of compensatory time at the straight time rate.
2. If an on call assignment occurs during a week that an official City holiday is observed, the employee shall receive twenty (20) hours of compensatory at the straight time rate.



Nancy Woodhead
Sideletter AERS FY 2009-10
Page 2
12/22/08

3. The Baltimore City Health Department shall furnish digital pagers with a range sufficient to accommodate participants.
4. Bi-annually, the Employer shall meet with the Union to evaluate the workload. The Employer and the Union shall work together to resolve any problems with AERS.

Please accept this Side Letter as compliance with our understanding.

Sincerely,



Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmcn/558 FY 2009-10

ACCEPTED for AFSCME Council 67 and Local 558:

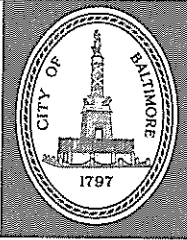


Nancy Woodhead, President

cc: Francine Childs
Tanisha E. Bomani

CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM D
School Based Health Center (SBHC)

Nancy Woodhead, President
AFSCME, AFL-CIO, Local 558
1410 Bush Street
Baltimore, Maryland 21230

December 22, 2008

Re: School Based Health Centers (SBHC)

Dear Ms. Woodhead:

Notwithstanding the provisions of the Memorandum of Understanding for FY 2006-2008 between the City of Baltimore (City) and AFSCME Council 67 and Local 558 (Union), this Side Letter is executed to document the understanding and accord between the parties (City and Union) with respect to Community Health Nurses and Nurse Practitioners who are assigned to the School-Based Health Centers (SBHC). It is understood that this Side Letter shall apply solely to Community Health Nurses and Nurse Practitioners assigned to the SBHC and shall not be construed as precedent setting nor be applied to other classification within the bargaining unit or to other Health Department programs without prior negotiations and full concurrence of the parties:

1. For any week that a Community Health Nurse or Nurse Practitioners has the after hours on call assignment the employee shall receive fifteen (15) hours of compensatory time at the straight time rate or paid at the straight time rate.
2. If an after hours on call assignment occurs during a week that an official City holiday is observed, the employee shall receive twenty (20) hours of compensatory time at the straight time rate or paid at the straight time rate.
3. The Baltimore City Health Department shall furnish digital pagers with a range sufficient to accommodate participants and a cellular phone for the return of client phone calls.



Nancy Woodhead
School Based Health Centers
Page 2
12/22/08

4. Bi-annually, the Employer shall meet with the Union to evaluate the workload. The Employer and the Union shall work together to resolve any problems with SBHC.

Please accept this Side Letter as compliance with our understanding.

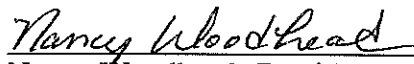
Sincerely,



Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmcn/558 Side Ltr. SBHC

Accepted for AFSCME Council 67 and Local 558:



Nancy Woodhead, President

cc: Francine Childs
Tanisha E. Bomani

ADDENDUM E
BONUS PROGRAM

BALTIMORE CITY HEALTH DEPARTMENT

1. Purpose:

There will be two bonuses available to enhance agency efforts in the hiring of new qualified nursing employees to fill vacancies:

- a. A Sign-On Bonus, and
- b. A Recruitment Bonus

These bonuses will apply to salaried RNs.

2. Funding:

Funding for nursing hiring bonuses must be paid from current program budgets. No additional funds have been budgeted for this program.

3. Audit:

Programs are expected to maintain adequate records for all bonuses paid. Records of bonuses paid shall include documentation of the recruiting process including a copy of any advertisement for the position, the eligible list coded for the selection, and other information used in making the decision to award a bonus.

4. Sign-On Bonus:

Scope: The sign-on bonus shall apply only to qualified nursing employees. A qualified nursing employee is:

- a. a new appointment; or
- b. a reinstatement of a previous employee with at least a six month separation from City service; and
- c. an appointment in a classification listed in on page 43 of this document and
- d. a signed agreement to remain in the position for 18 months.

The sign-on bonus does not apply to:

Contractual employees who are placed in salaried positions.

Amount of the Bonus:

The sign-on bonus shall be a \$1,000.

Payment of the Bonus: The sign-on bonus shall be paid in two lump sums. Each lump sum shall represent fifty percent (50%) of the bonus. The first lump sum shall be paid to the new employee upon completion of her/his first three months of satisfactory City service. The second lump sum shall be paid to the new employee upon completion of her/his first 6 months of satisfactory City service. The sign-on bonus will be paid only to employees who are in active employment status with the Health Department at the time the payment is due. If an employee fails to remain in the position for 18 months, the bonus must be repaid based on the percentage of time remaining in the agreement.

5. Recruitment Bonus:

Scope: With the exception of the excluded employees described below, the recruitment bonus may be earned by any active, salaried or nursing employee (See page 43) who refers and recommends a qualified nursing employee who is hired by the department. A qualified nursing employee is defined in the sign-on bonus section of this guideline.

The recruitment bonus does not apply to:

- a. employees (nursing supervisor and professional/paraprofessional recruiters within the agency) who are responsible for, or have significant influence in the hiring process of nursing employees;
- b. any employee in the Executive Pay Plan.

Amount of the Bonus: The recruitment bonus shall be \$700 per recruitment.

Payment of the Bonus: The recruitment bonus shall be paid in two lump sums. Each lump sum shall represent fifty percent of the agreed upon amount as approved by the appointing authority. The first lump sum shall be paid to the employee identified on page 43 for her/his recruit when the new employee is officially entered on the city payroll. The second lump sum shall be paid to the City employee for her/his recruit when the new employee completes the first 6 months of satisfactory City service. The recruitment bonus will be paid only to employees who are in an active employment status at the time the payment is due.

Sign-On Bonus And Classifications Covered in the Memorandum of Understanding

Qualifying Classifications

Community Health Nurse I

Community Health Nurse II

Community Health Nurse Supervisor I

Nurse Practitioner

CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM F

Inclement Weather Leave Policy

Nancy Woodhead, President
AFSCME, AFL-CIO, Council 67 & Local 558
1410 Bush Street
Baltimore, Maryland 21230

December 22, 2008

Re: *Inclement Weather Leave Policy*

Dear Ms. Woodhead:

Employer and the Union will meet to develop a policy which allows all 10-month school-based employees, who have scheduled the use of a full day of accrued leave on a day when the Baltimore City Public Schools (BCPS) have closed schools due to inclement weather pursuant to the BCPS Inclement Weather Policy, to request that their use of scheduled accrued leave be rescinded and replaced with permission leave if such leave is granted by the BCPS.

Such policy must follow the BCPS policy and guidelines for the Baltimore Teachers Union regarding school closings and replacement of scheduled leave with permission leave.

The policy must be developed no later then sixty (60) days after the Memorandum of Understanding is noted by the Board of Estimates.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmcn/558slr.INCLEMENTWEATHER

Accepted for AFSCME Council 67 and Local 558:

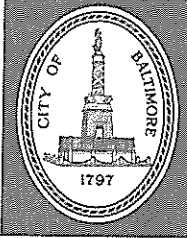
Nancy Woodhead, President

cc: Francine Childs
Tanisha E. Bomani



CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM G
Health Insurance Waiver

Nancy Woodhead, President
AFSCME, AFL-CIO, Council 67 & Local 558
1410 Bush Street
Baltimore, Maryland 21230

December 22, 2008

Re: *Health Insurance Waiver*

Dear Ms. Woodhead:

The Employer and the Union shall explore the option of increasing the health insurance waiver incentive from \$650.00 to \$1,000.00. Such increase, if granted, would be effective no earlier than January 1, 2010. Notice shall be given to the Union no later than July 1, 2009 regarding the approval or denial of such increase.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmc/558 FY 2009-10

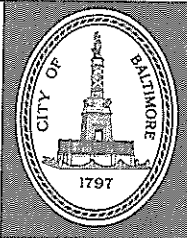
Accepted for AFSCME Council 67 and Local 558:

Nancy Woodhead, President



CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM H
City's Liability Insurance

Nancy Woodhead, President
AFSCME, AFL-CIO, Council 67 & Local 558
1410 Bush Street
Baltimore, Maryland 21230

December 22, 2008

Re: *City's Liability Insurance*

Dear Ms. Woodhead:

The Labor Commissioner and the Office of Risk Management shall meet with the members of Local 558 in order to explain the City's liability insurance coverage for bargaining unit members. Specifically, information will be given as to when coverage applies and coverage limits.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmc/city'sliabilityinsurance

Accepted for AFSCME Council 67 and Local 558:

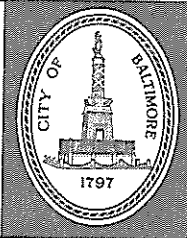
Nancy Woodhead, President

cc: Francine Childs
Tanisha E. Bomani



CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM I
Desk Audits

Nancy Woodhead, President
AFSCME, AFL-CIO, Council 67 & Local 558
1410 Bush Street
Baltimore, Maryland 21230

December 22, 2008

Re: Desk Audits

Dear Ms. Woodhead:

The Labor Commissioner, the Department of Human Resource (DHR) and the Union shall meet to discuss the need to perform desk audits on those unit grades which the Union has request desk audits. Once the discussion is completed and if the parties agree on the classifications which need to be reviewed, such recommendations shall be sent to DHR for desk audits to be performed.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmc/deskaudits

Accepted for AFSCME Council 67 and Local 558:

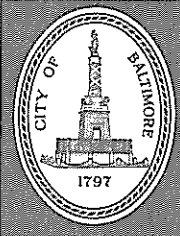
Nancy Woodhead, President

cc: Francine Childs
Tanisha E. Boman



CITY OF BALTIMORE

SHEILA DIXON, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM J
Additional Wage Increase

Nancy Woodhead, President
AFSCME, AFL-CIO, Council 67 & Local 558
1410 Bush Street
Baltimore, Maryland 21230

December 22, 2008


Re: Additional Wage Increase

Dear Ms. Woodhead:

This Memorandum of Understanding shall be amended to provide for additional wage increases comparable to any wage increase given by the Employer in wages for the bargaining units represented by AFSCME Locals 44 and 2202 (not including adjustments to salary scales, longevity increases and step increases), which increases exceed the wage increases for this bargaining unit as reflected in Article 17.1 A Salary.


Please accept this Side Letter as compliance with our understanding.

Sincerely,


Deborah F. Moore-Carter
Labor Commissioner

DFMC/lwmc/addwageincreases

Accepted for AFSCME Council 67 and Local 558:


Nancy Woodhead, President

cc: Francine Childs
Tanisha E. Bomani